

NOV 14 1978

STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS, I, James T. Finley,

hereinafter called the mortgagor(s), is (are) well and truly indebted to Southern Bank and Trust Company, hereinafter called the mortgagee(s), in the full and just sum of Twelve Thousand Four Hundred Forty-nine and 22/100-----(\$12,449.22) Dollars, in and by a certain promissory note in writing of even date herewith, due and payable as follows: in Forty-two (42) equal, consecutive, monthly payments of Two Hundred Ninety-six and 41/100 Dollars (\$296.41) each commencing December 22, 1978, and on the same day of each month thereafter until paid in full

RECORDED

with interest from November 30, 1978, at the rate of seven (7%) add-on per centum per annum until paid; interest to be computed and paid as included in the scheduled payments, and if unpaid when due to bear interest at the same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay a reasonable amount due for attorney's fee if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents to grant, bargain, sell and release unto the said mortgagee(s) the following described real property:

All that certain piece, parcel or tract of land, situate, lying and being in Greenville County, South Carolina, on the eastern side of old U. S. Highway No. 29 and being shown as an un-numbered tract with two lakes thereon on a plat of Wachovia Forest by C. O. Riddle, R. L. S., dated May, 1957, recorded in the R. M. C. Office for Greenville County in Plat Book NN at page 88, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of old U. S. Highway No. 29, said iron pin lying 286.6 feet, more or less, south of Sequoia Drive, and running thence, S. 85-20 E., 473 feet to an iron pin; thence, S. 2-00 E. 283.1 feet, more or less, to an iron pin at the northeastern corner of Lot 8; thence, N. 89-29 W., 487.8 feet to an iron pin on the eastern side of old U. S. Highway No. 29; thence with the eastern side of said Highway, N. 1-11 E., 318 feet to the point of beginning.

This is the same property conveyed to the mortgagor from Estate of Kathryn J. Finley, deceased, who died testate November 8, 1959. See Greenville County Probate records Apartment 828, File 6.

The mortgagee's mailing address is: P. O. Box 1329, Greenville, SC 29602.

Net loan proceeds: \$10,000.00.

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